

**FIRST AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. _____**

This Amendment to BOS Agreement No. BOS-15-084 is entered into this _____ day of _____, 2016, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Mendocino County Youth Project**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. BOS-15-084 was entered into on August 18, 2015; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Mendocino County Youth Project, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to provide services to an expanded group of young adults, that will include the general homeless population of transition age young adults, ages 18 to 21 who are in need of temporary shelter and supportive services, to facilitate successful independent living.

NOW, THEREFORE, we agree as follows:

Amount of Agreement: The amount set out in the original Agreement # BOS-15-084 will be changed from \$134,940 to \$169,026. A new Budget, Attachment 1, is attached herein.

Scope of Work: The Scope of Work set out in the original Agreement # BOS-15-084 has been altered and a new Scope of Work, Exhibit A, is attached herein.

Payment Terms: The Payment Terms, Exhibit B, set out in the original Agreement # BOS-15-084 has been altered and a new Exhibit B is attached herein.

Program Expectations: The Program Expectations, Attachment 2, set out in the original Agreement # BOS-15-084 have been altered and new Program Expectations are attached herein.

Expected Outcome of Amendment: Transitional supportive housing and services will be available to general homeless transition age young adults, ages 18 to 21. Services will be improved with the addition of overnight support counselor staff.

All other terms and conditions of Contract Agreement # BOS-15-084 are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:**

By: _____
Stacey Cryer, HHSA Director

Date: _____

Budgeted: Yes No

Budget Unit: 5010

Line Item: 86-3112

Org/Object Code: SSCSOC

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____ Date: _____
Deputy

INSURANCE REVIEW:

By: _____
ALAN D. FLORA, Risk Manager

Date: _____

CONTRACTOR/ COMPANY NAME

By: _____
Signature

Printed Name: Joanna Olson

Title: Executive Director

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Youth Project
776 S. State Street
Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, Acting County Counsel

By: _____
Deputy

Date: _____

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed _____ original contract EB16-02

EXHIBIT A
DEFINITION OF SERVICES

The Mendocino County Youth Project (MCYP) in coordination with the Mendocino County Health and Human Services/ Family and Children's Services (HHSA/FCS) will provide ~~emergency temporary~~ **transitional supportive** housing for homeless non-minor dependent (NMD) young adults, ages 18 to 21, **and the general homeless population of transition age young adults, ages 18 to 21**, who are in need of temporary shelter **and supportive services to facilitate successful independent living.**

The NMDs must be active participants in the AB 12 program. NMDs will be expected to participate in their AB 12 plan. **General homeless young adults must be active participants in their individual plan with MCYP.**

The CONTRACTOR will provide:

1. Temporary shelter for NMDs who have been referred by HHSA/FCS AB 12 staff **and general homeless young adults who have been determined eligible by MCYP**, for up to six months.
 - a. Residents will be housed according to the resident's stated gender. Residents who are in the process of transitioning to another gender may be housed in a private room if one is available.
 - b. **AB 12** emergency intakes (after regular business hours) will be facilitated by the **MCYP Program** House Manager and/or Support Counselor.
2. A tour of the house and review of house rules and policies. (Attachment 2)
 - a. Residents are required to sign housing agreements.
 - b. Residents are required to participate in general housekeeping and maintenance. MCYP will ensure that the premises are clean, safe, and smoke-free.
3. Housing, utilities, basic furnishings and basic supplies for common areas.
4. Emergency food for residents who enter and do not have the resources to supply their own food. Residents are expected to obtain their own food as soon as possible.
5. In collaboration with HHSA and the AB 12 program, MCYP will be the lead mental health provider for all residents in need of mental health services unless the resident has an ongoing relationship with another provider. Services that may be provided based upon the treatment plan include:
 - a. Individual and group therapy
 - b. Collateral contact with family members
 - c. Individual and group rehabilitation
 - d. Case management
 - e. Care management

6. Transportation to residents only on a case by case basis as part of the client plan services. MCYP ~~will not~~ **may** transport residents into shelter care at intake, and ~~will not~~ **may** transport residents from shelter to alternative housing at exit.
7. The following staff:
 - a. ~~House Manager (HM)~~ **MCYP Program Manager (PM)**: Will be qualified as a Support Counselor. The ~~House~~**Program** Manager will be on call 24/7/365 and will be responsible for the overall management of the house, including coordinating all intakes/referrals, orientating new residents, coordination with the resident's **HHSA FCS** social worker, providing support/rehabilitation services if needed, **attending Homeless Services Continuum of Care meetings**, and ensuring that the house remains a safe and healthy environment. The ~~House~~ **Program** Manager, in collaboration with the ~~Program~~ **Clinical** Director, will be responsible for hiring and administrative supervision of the Support Counselors, **interns and volunteers**. **The Program Manager is the program liaison with HHSA and reports directly to the MCYP Executive Director.**
 - b. ~~Program Manager will be:~~
 - ii. ~~Responsible for hiring and administrative supervision of the Levine House staff, interns and volunteers,~~
 - iii. ~~Program liaison with HHSA; and~~
 - iv. ~~Report directly to the Executive Director of MCYP~~
 - c. Clinical Director: will ensure that Medi-Cal services provided by Levine House staff are consistent with Medi-Cal requirements, including oversight by a therapist.
 - d. **One Daytime Support Counselor: will be provided 20 hours per week. The daytime support counselor will coordinate intakes/referrals, orient new residents, coordinate with the resident's HHSA FCS social worker, provide support/rehabilitation services if needed, provide life coaching, facilitate life skills groups and will ensure the house remains a safe and healthy environment.**
 - e. **Two Overnight Support Counselors: will be provided 45 hours per week to stabilize young adults who are in crisis and prevent behaviors that lead to the primary cause of program exits. Such behaviors include: bringing other homeless people into the residence to party or spend the night; bringing intimate partners into the residence to spend the night and using alcohol and/or drugs at the residence at any time.**
8. The MCYP Program Director and ~~House~~ **Program** Manager will meet on a monthly basis with the HHSA AB 12 Coordinator to review program operations. If challenges are encountered that are unable to be resolved at this level, or if major changes in program operations are proposed, then the MCYP Executive Director will meet with the HHSA/FCS Deputy Director.

- 9. CONTRACTOR may ~~contract with Redwood Quality Management Company (RQMC) for the use of empty AB 12 beds for young adults in crisis referred by RQMC. Should a crisis young adult~~ **deem individuals referred from Community Based Organizations (CBOs) as eligible for Levine House under the general homeless population of transition age young adults, ages 18 to 21, if MCYP determines the individual is suitable and a safe and appropriate fit for the population in Levine House at the time of the referral. The Community Based Organization will be charged a bed rate of \$61.62 per night. Should an individual referred from a CBO** be in residence and an AB 12 NMD referral is made to CONTRACTOR and no beds are open, all parties will discuss and make decisions based upon options at hand and what will work for the clients.
- 10. One month's written notice if contract termination is desired prior to the expiration of the contract on June 30, 2016.

The COUNTY will provide:

- 1. A referral via phone call to the MCYP ~~House~~ **Program** Manager or on-call person to verify a bed is available, discuss the prospective resident, the timeline for intake, and the immediate needs of the individual.
- 2. A completed referral form, filled out and faxed to ~~MCYP Levine House at~~ 707-463-3306.
- 3. A copy of the NMD's current service plan.
- 4. A social worker will be assigned to work with the NMD to ensure they are in compliance with their service plan. This social worker will be the lead contact between the MCYP ~~House~~ **Program** Manager and HHSA/FCS. **The name and contact information of the FCS social worker will be provided to the MCYP Program Manager.**
- 5. Expedited application processing for Medi-Cal and CalFresh applications.
- 6. One month's written notice if contract termination is desired prior to the expiration of the contract on June 30, 2016.

This is a one-year agreement and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

[END OF EXHIBIT A]



**EXHIBIT B
PAYMENT TERMS**

COUNTY will pay CONTRACTOR for the period of July 1, 2015 to June 30, 2016 as follows:

- 1) \$11,245 a month for 12 months, for a total of \$134,940 (except as noted in #2 and #3, below). **From January 1, 2016 to June 30, 2016, COUNTY will pay CONTRACTOR an additional \$5,681 a month (an additional \$34,086), for an amended total of \$169,026.** See Project Budget Attachment 1.
- 2) CONTRACTOR may contract with ~~Redwood Quality Management Company (RQMC)~~ **Community Based Organizations (CBOs)** for the use of empty ~~AB-12~~ beds for young adults in crisis referred by RQMC **under the general homeless population of transition age young adults ages 18 to 21 as deemed eligible for Levine House by CONTRACTOR.** The nightly bed rate to be paid by ~~RQMC~~ **CBOs** will be \$61.62. All income received by CONTRACTOR from ~~RQMC~~ **CBOs** for bed use will reduce the monthly rate identified in #1 paid to CONTRACTOR by the COUNTY.
- 3) Monthly invoices provided to the COUNTY by CONTRACTOR must include all bed use documentation for HHSa, **MCYP** and ~~RQMC~~ **CBO** clients.

CONTRACTOR will submit monthly invoices to COUNTY with the final invoice being submitted no later than July 15, 2016 for any services rendered through June 30, 2016, the end of the COUNTY'S fiscal year.

Submit all billing to:

Family & Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Randy Colson

colsonr@co.mendocino.ca.us

Payments under this agreement shall not exceed ~~\$134,940~~ **the amended total of \$169,026** for the term of this agreement.

[END OF PAYMENT TERMS]

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ATTACHMENT 1
Mendocino County Youth Project Levine House Budget
For the Period of July 1, 2015 - June 30, 2016

| Original Contract for the Period of July 1, 2015 - June 30, 2016 | | | | | Additional Contract January 1, 2016- June 30, 2016 | Total Contracted Services July 1, 2015- June 30, 2016 | |
|--|-------------|---------------------|-----------------|-----------------|---|---|-------------------|
| | Salary | FTE | Weekly Hours | Total Months | Total | Total | Total |
| Personnel @ Full Benefits | | | | | | | |
| Program Director/House Manager | \$3,595 | 100.00% | 40.00 | 12 | \$ 43,140 | \$ - | \$ 43,140 |
| Clinical Supervisor | \$6,406 | 5.00% | 2.00 | 12 | \$ 3,844 | \$ - | \$ 3,844 |
| <i>Clinical Supervisor</i> | \$6,406 | 2.50% | 1.00 | 6 | \$ - | \$ 961 | \$ 961 |
| Executive Director | \$6,585 | 2.50% | 1.00 | 12 | \$ 1,976 | \$ - | \$ 1,976 |
| Fiscal Director | \$5,249 | 2.50% | 1.00 | 12 | \$ 1,575 | \$ - | \$ 1,575 |
| Fiscal Specialist | \$3,477 | 2.50% | 1.00 | 12 | \$ 1,044 | \$ - | \$ 1,044 |
| Total Personnel @ Full Benefits | | | | | \$ 51,578 | \$ 961 | \$ 52,539 |
| Payroll Taxes & Fringe Benefits | | | | | | | |
| Calculated at 35% of Salaries | | | | | \$ 18,052 | \$ 336 | \$ 18,388 |
| Personnel @ Partial Benefits | | | | | | | |
| Support Counselor | \$2,750 | 50.00% | 20.00 | 12 | \$ 16,500 | \$ - | \$ 16,500 |
| Total Personnel @ Partial Benefits | | | | | \$ 16,500 | | \$ 16,500 |
| Payroll Taxes @ 25% of salaries | | | | | | | |
| | | | | | \$ 4,125 | \$ - | \$ 4,125 |
| <i>Support Counselor</i> | \$3,092 | 62.50% | 25.00 | 6 | \$ - | \$ 11,595 | \$ 11,595 |
| <i>Support Counselor</i> | \$2,974 | 50.00% | 20.00 | 6 | \$ - | \$ 8,922 | \$ 8,922 |
| Total Personnel @ Partial Benefits | | | | | \$ - | \$ 20,517 | \$ 20,517 |
| Payroll Taxes @ 19.37% of salaries * | | | | | | | |
| | | | | | \$ - | \$ 3,974 | \$ 3,974 |
| Total Personnel & Benefits | | | | | \$ 90,255 | \$ 25,788 | \$ 116,043 |
| Supplies | | | | | | | |
| | Cost | Quantity | | Months | Total | Total | Total |
| House Supplies | \$ 75.00 | per month | | 12 | \$ 900 | \$ - | \$ 900 |
| <i>House Supplies</i> | \$ 75.00 | per month | | 6 | \$ - | \$ 450 | \$ 450 |
| Office Supplies | \$ 50.00 | per month | | 12 | \$ 600 | \$ - | \$ 600 |
| Emergency Meals | \$ 300.00 | per month | | 12 | \$ 3,600 | \$ - | \$ 3,600 |
| <i>Emergency Meals</i> | \$ 115.00 | per month | | 6 | \$ - | \$ 690 | \$ 690 |
| Building Repairs/Maintenance | \$ 150.00 | per month | | 12 | \$ 1,800 | \$ - | \$ 1,800 |
| <i>Building Repairs/Maintenance</i> | \$ 125.00 | per month | | 6 | \$ - | \$ 750 | \$ 750 |
| Total Supplies | | | | | \$ 6,900 | \$ 1,890 | \$ 8,790 |
| Operating Expenses | | | | | | | |
| Staff Travel | \$ 0.575 | 100 miles/month | | 12 | \$ 690 | \$ - | \$ 690 |
| <i>Staff Travel</i> | \$ 0.575 | 45 miles/month | | 6 | \$ - | \$ 155 | \$ 155 |
| Phones/Cell Phones | \$ 175.00 | per month | | 12 | \$ 2,100 | \$ - | \$ 2,100 |
| <i>Phones/Cell Phones</i> | \$ 40.00 | per month | | 6 | \$ - | \$ 240 | \$ 240 |
| Rent/Utilities - One Unit | \$ 1,800.00 | per month | | 12 | \$ 21,600 | \$ - | \$ 21,600 |
| EXYM Costs | \$ 47.00 | per month x 2 staff | | 12 | \$ 1,128 | \$ - | \$ 1,128 |
| <i>EXYM Costs</i> | \$ 47.00 | per month x 2 staff | | 6 | \$ - | \$ 564 | \$ 564 |
| <i>Advertising</i> | \$ 1,000.00 | One Time Expense | | 1 | \$ - | \$ 1,003 | \$ 1,003 |
| Total Other Expense | | | | | \$ 25,518 | \$ 1,962 | \$ 27,480 |
| Subtotal Expenses | | | | | \$ 122,673 | \$ 29,640 | \$ 152,313 |
| Indirect Expenses @ 10% of Total Costs | | | | | \$ 12,267 | | \$ 12,267 |
| <i>Indirect Expenses @ 15% of Total Costs</i> | | | | | \$ - | \$ 4,446 | \$ 4,446 |
| Total Expenses | | | | | \$ 134,940 | \$ 34,086 | \$ 169,026 |

Attachment 2

PROGRAM EXPECTATIONS

Acceptance into the house is contingent upon the resident completing and agreeing to all housing agreements. The following housing rules and policies will apply:

1. Zero tolerance drug and alcohol policy. No drugs or alcohol are allowed on the property (this also applies to guests). Residents age 21 or over are not allowed alcohol on the premises. Medical or recreational marijuana will not be permitted.
2. No overnight guests are allowed. Guests must respect rules at all times. The resident is responsible for ensuring that their guest is aware of these rules.
3. Quiet hours will be observed from 10 pm to 8 am.
4. ~~The house will close daily at 10 am and re-open at 5 pm. Residents are not permitted to be in the house without permission from the House Manager or support counselor.~~ Levine House is open 24 hours per day for residents and staff only. Residents must provide to Levine House staff a weekly schedule which outlines the activities they will engage in toward independent living. Residents are expected to engage in activities Monday thru Friday that are productive and support their individual case plan goals.
5. Residents will be aware of the impact of excessive noise at any hour on the neighbors.
6. ~~Curfew will be at 11 pm., unless otherwise arranged.~~ **Curfew: Sunday through Thursday is 10:00 p.m., Friday and Saturday the curfew is 11:00 p.m. Residents are required to call in to the Levine House answering machine which will time stamp the curfew call.** Exceptions will be made for residents who have night employment **or who have received an Away Pass from Levine House staff.**
7. No smoking indoors or within 20 feet of the residence.
8. Residents may bring small personal items only. They are not allowed to bring furnishings nor will storage be provided. All items left after a resident moves out ~~will be discarded after 30 days~~ **may be discarded** without notice.
9. ~~There are to be no flammable items in the bedrooms, including candles, incense, hot plates, coffee makers, etc.~~ **in the house at all at any time. Flammable items are candles, incense burners, scent burners, flame lighters, etc.**
10. Residents are expected to clean up after themselves immediately in their sleeping quarters, bathroom, living room, laundry area and kitchen. Kitchen privileges include residents cleaning up after themselves immediately which means putting food items away and washing, drying and putting away all cookware/dishes immediately.
11. Residents are expected to make their bed every day.

12. Residents are not allowed to borrow or remove food or any personal item that belongs to other residents.
13. The facility has 1.5 bathrooms. Residents must limit themselves to using the bathroom for a reasonable time period and remove all personal items from the bathroom after use.
14. The facility has a washer and dryer. Residents should be mindful of using these for a reasonable time period and should only do their own laundry. Residents must remove their laundry from the washer and dryer immediately at the end of a cycle so that other residents have use of this equipment.
15. Residents must be fully clothed at all times in common house areas including going to and from the bathroom.
16. No residents or guests are allowed in sleeping rooms that are not their personal living space, unless they are invited in. Residents are not allowed to share beds. Guests are allowed only in the main floor in the general living area, and not in sleeping areas.
17. There will be no sleeping ~~or sexual behaviors engaged in or displayed~~ in the common areas **at any time. There will be no romantic or sexual behaviors allowed between residents or between residents and guests at any time.**
18. There will be no weapons allowed at any time and having weapons will subject the resident to immediate discharge.
19. No pets are allowed at any time.

Failure to meet expectations and to keep agreements:

Any failure to meet expectations, outside of irresolvable health and safety concerns, will first be addressed as a learning opportunity for the resident. Residents will be expected to work with staff to assist them in developing the skills to seek other options.

Residents will agree to and sign improvement plans to address issues of non-compliance. Residents who continue to not meet expectations and adhere to the agreed upon improvement plan may be exited immediately without notice. This decision will be made in collaboration with the resident's social worker/care manager and the House Manager.

Engaging in behavior that is a serious threat to the health and safety of other residents, staff, or the house itself will result in immediate exit from Levine House. In this instance MCYP staff will attempt to notify the resident's social worker/care manager prior to the discharge if possible or as soon as possible.